

SCREEMO Terms and Conditions

SCREEMO Ltd. (“**SCREEMO**” or “**us**”, “**our**”, “**we**”) provides proprietary technology for the real-time personalized interaction between digital screens, social media and mobile devices (the “**SCREEMO Technology**”). These Terms of Service (these “**Terms**”) govern your access and use of the SCREEMO Technology. “**You**” or “**Company**” means any third party that uses the Services, or any third party that acts as a media or advertising agent for a third party that will use the Services.

Please read these Terms carefully. These Terms, together with a “Commercial Addendum” setting forth certain additional commercial terms and mutually agreed in writing between the parties, govern your use of the SCREEMO Technology. Except as may expressly stated otherwise, references herein to the Terms include the Commercial Addendum.

You must accept these Terms prior to downloading, installing or using the SCREEMO Technology. By downloading, installing or using the SCREEMO Technology, you signify your assent to these Terms. If you do not agree to any of these Terms, please do not use the Services or the Software.

1. **License.** Subject to the terms and conditions hereof, SCREEMO hereby grants Company a limited, non-exclusive, non-transferable, non-sublicenseable, license to use the SCREEMO Technology, solely to deliver interactive content to Company’s digital screens. If Company is acting as a media or advertising agent for a third party, then the SCREEMO Technology may be used solely to deliver interactive content to the digital screens of such third party. The Commercial Addendum may impose certain other restrictions concerning the number and location of any digital screens using the SCREEMO Technology, or other technical restrictions concerning the use of the SCREEMO Technology. Company shall abide by all restrictions and obligations set forth in the Commercial Addendum.

2. **Restrictions.** Except as set forth expressly herein, Company shall not, and shall not permit any third party, to (a) reverse engineer or attempt to find the underlying code of, the SCREEMO Technology; (b) modify the SCREEMO Technology, (c) sublicense, sell, distribute or provide the SCREEMO Technology to any third party, (d) use the SCREEMO Technology to provide interactive contact services to any third party, except to Company’s end users, or (e) bypass any security measure or access control measure of the SCREEMO Technology. To the extent any of the restrictions set forth in this Section are not enforceable under applicable law, Company shall inform SCREEMO in writing in each instance prior to engaging in the activities set forth above. Additional restrictions may be set forth in the Commercial Addendum.

3. **Company Content.** Company is solely responsible for all Company Content. “**Company Content**” means any material that a Company uploads, transfers, posts or makes available through the SCREEMO Technology, including any textual, graphic, visual or audio content. Company represents and warrants that no Company Content (a) infringes the intellectual property, publicity, privacy or moral rights of any third party, (b) contains any offensive material, including material promoting or glorifying hate, violence, bigotry, or links to any entity principally dedicated to such causes or items associated with such an entity; (ii) contains any material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening; (iii) contains any pornography or obscene material or material which may be harmful to a minor; or (iv) contains any content that is illegal or fraudulent. Company retains all right, title and ownership in Company Content, provided that Company provides SCREEMO with a worldwide, non-exclusive, royalty-free, and sublicensable license of all worldwide rights to display all Company Content through the SCREEMO Technology as directed by Company and to use such Company Content in the context of promoting SCREEMO or the SCREEMO Technology.

4. **Disclosure and Compliance.** Company shall display to end users (a) any applicable terms and conditions regarding an end user’s interaction with Company Content, and (b) a privacy policy compliant with applicable law and regulations. The SCREEMO Technology shall make available an area where Company can display such terms and conditions and privacy policy to end users. Such terms and conditions shall include the Minimum End User Terms and Conditions set forth in **Exhibit A**. In addition, if Company uses the SCREEMO Technology to manage any contest or competition, then it shall be Company’s responsibility to ensure that such content or competition complies with all applicable laws and regulations,

to ensure that all end users have access to the terms and conditions of the applicable contest as required by applicable law, and to prove any prizes awarded in the context of such contest. The privacy policy provided by Company shall clearly describe to end users as required by applicable law, regulation and industry standards how Company collects, stores and uses all information obtained from end users, including without limitation any data obtained from the interaction of end users with the SCREEMO Technology. Such privacy policy shall include a description of how SCREEMO collects, stores and uses the any data obtained from end users as set forth in these Terms.

5. **Intellectual Property.** SCREEMO has all right, title and interest in the SCREEMO Technology. Subject to the foregoing, as between the parties, Company shall have all right, title and interest in any Company Content. SCREEMO does not request Company's feedback regarding the SCREEMO Technology. Notwithstanding the foregoing, if Company provides SCREEMO with any feedback regarding the SCREEMO Technology, SCREEMO may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback. Nothing herein shall be interpreted to provide Company with any rights in the SCREEMO Technology except the limited license to use the SCREEMO Technology as set forth herein.

6. **Payment.** In consideration of the licenses granted hereunder, during the Term Company shall make payment to SCREEMO in the amount and in the manner set forth on the Commercial Addendum, plus applicable VAT and other taxes. Company shall make payment to SCREEMO without deduction or withholding of any taxes or other government charges, except as required by law. If any deduction or withholding is required by law, Company shall make payment of additional amounts as required to ensure that SCREEMO received the full amount indicated in the Commercial Addendum. Late payments shall bear interest at the rate of 18% per annum.

7. **Data; Privacy.** SCREEMO collects data from the interaction of end users with the SCREEMO Technology, including any information provided by an end user upon logging in to use the SCREEMO Technology (including any information provided by a social network such as Facebook or Twitter) and all information concerning the interaction of an end user with the SCREEMO Technology. SCREEMO uses such data to create improve the SCREEMO Technology and may create anonymous, aggregate data that does not identify any specific user and use such aggregate anonymous data to market the SCREEMO Technology to third parties. SCREEMO will fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity or behavior of any user suspected to have engaged in illegal behavior. SCREEMO may use subcontractors to process data. SCREEMO may transfer its databases containing information if all or part of the SCREEMO business is sold.

8. **Indemnification.** Company shall defend, indemnify and hold harmless SCREEMO (and its affiliates, officers, directors and employees) from and against any and all damages, costs, losses, liabilities or expenses (including court costs and reasonable attorneys' legal fees) which SCREEMO may suffer or incur in connection with any actual claim, demand, action or other proceeding by any third party arising from or relating to any breach of these Terms by you. Company may not settle or compromise such suit without our consent, not to be unreasonably withheld. Company may be represented in any such suit by counsel of its own choosing at its own expense.

9. **Disclaimer of Warranties.** THE SCREEMO TECHNOLOGY IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCREEMO DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SCREEMO does not guarantee the SCREEMO Technology will be operable at all times or during any down time (a) caused by outages to any public Internet backbones, networks or servers, (b) caused by any failures of your equipment, systems or local access services, (c) for previously scheduled maintenance or (d) relating to events beyond SCREEMO's control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where SCREEMO or its servers are located.

10. **Limitation of Liability.** IN NO EVENT SHALL SCREEMO (OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES) HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR

PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE SCREEMO TECHNOLOGY. THE ENTIRE LIABILITY OF SCREEMO (OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES) HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT COMPANY HAS ACTUALLY PAID TO SCREEMO IN RESPECT OF THE SCREEMO TECHNOLOGY IN THE 12 MONTHS PRIOR TO THE APPLICABLE CLAIM.

11. **Term.** The term of this agreement (“**Term**”) shall commence on the Effective Date and shall continue unless terminated pursuant to these terms. Subject to the terms of the Commercial Addendum, which may provide for minimum term commitments, either party may terminate these Terms at any time with 30 days written notice. SCREEMO may terminate these Terms with written notice if Company has breached this Agreement. Upon any termination of these Terms, Company (and any other entity for which Company acts as an agent) shall cease all use of the SCREEMO Technology. Sections 3 – 13 of these Terms shall survive any termination thereof.

12. **Publicity.** Company agrees that SCREEMO has the right to reveal the fact that it is using the SCREEMO Technology, including by displaying its name and logo in SCREEMO’s website and other marketing materials.

13. **Miscellaneous.** SCREEMO may provide any notice hereunder to the contact details provided by Company, including any applicable email address. These Terms constitute the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements between the parties regarding the subject matter hereof. Except as expressly set forth herein, these Terms may not be modified or amended except in a writing executed by both parties. If any part of these Terms shall be invalid or unenforceable, such part shall be interpreted to give the maximum force possible to such terms as possible under applicable law, and such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of these Terms. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, provided that such consent shall not be required for the assignment by a party of all of its rights or obligations hereunder to a purchaser of all or substantially all of its assets or share capital, or for an assignment to the successor in interest to all or substantially all of a party’s business. These Terms shall be governed by the laws of the State of Israel, and the competent courts in the city of Tel Aviv shall have exclusive jurisdiction to hear any disputes arising hereunder.

Exhibit A: Minimum End User Terms and Conditions

Company shall display to end users terms and conditions that, at minimum, shall provide the following:

1. End-user shall not, and shall not permit any third party to, disassemble, reverse engineer, attempt to find the underlying code of, decompile or circumvent any security or access control mechanism of the SCREEMO Technology.
2. End-user shall not have any ownership interest, license or other rights in the SCREEMO Technology or any intellectual property rights therein, whether by license, implication, estoppel or otherwise.
3. The SCREEMO Technology is provided “as-is”. The owner of the SCREEMO Technology expressly disclaims any warranties (including with regard to the performance of the SCREEMO Technology) and without limitation, express or implied warranties of merchantability, fitness for a particular purpose or non-infringement.
4. In no event shall SCREEMO (or its directors, officers, affiliates, agents or employees) have any liability for any consequential, indirect, special or punitive damages, arising out of or relating to the SCREEMO Technology. The entire liability of SCREEMO (or its directors, officers, affiliates, agents or employees) hereunder shall not exceed the total amount end user has actually paid to SCREEMO in respect of the use of the SCREEMO Technology in the 12 months prior to the applicable claim.

Company’s terms and conditions is not required to contain the exact language set forth above, so long as the Company includes language that has substantially similar legal effect.